

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

JOHN C. RAYBURN,

Plaintiff,

v.

SANTANDER CONSUMER USA
INC., et al.,

Civil Action 2:18-cv-1534

**Judge Edmund A. Sargus Jr.
Magistrate Judge Jolson**

Defendants.

**DECLARATION OF RONALD I. FREDERICK IN SUPPORT OF MOTION FOR
ATTORNEY FEES AND EXPENSES**

I, Ronald I. Frederick, being duly sworn, hereby depose and state as follows:

1. I am one of the counsels for John C. Rayburn ("Mr. Rayburn"), the named Plaintiff and proposed Class Representative for the proposed Settlement Class. I submit this affidavit in support of Motion for Attorney Fees and Expenses.

Background and Qualifications Of Counsel

2. I am an attorney duly licensed to practice before all courts of the State of Ohio. I am a partner and founder of the law firm of Frederick & Berler LLC, and counsel of record for Mr. Rayburn in this action.

3. I am admitted to practice in the State of Ohio.

4. I am a graduate of The University of Akron Law School in 1994.

5. I have been in private practice since 1997, and virtually all of my practice has involved litigation on behalf of consumers, representing individuals and classes injured by

predatory lending, abusive debt collection, and other unfair and deceptive business practices including automobile related issues.

6. I have spoken at numerous CLE programs on various aspects of Ohio consumer protection statutes including CORT training for legal aid attorneys, The O'Neil Bankruptcy Institute of the Cleveland Bar Association, The Ohio Judicial Conference's Seminar on Consumer Law Damages, National Association of Consumer Advocates, National Consumer Law Conference, and the Ohio Consumer Law Institute.

7. My firm has obtained in excess of 100 million dollars in restitution and debt forgiveness for consumers by successfully asserting state and federal consumer credit law claims on their behalf. I have been designated as one of class counsel in over thirty class action that are outlined in the firm resume.

8. I have conducted a sufficient investigation to evaluate the merits of the case, and the value of potential recovery.

9. The Settlement Agreement was reached after hard fought negotiations at an in-person JAMS mediation session, numerous informal settlement discussions between the parties and numerous communications between the parties through the mediator.

10. The result of this negotiation is a fair and reasonable settlement that achieves full monetary relief and that will provide substantial benefits directly to class members.

11. The Settlement Agreement provides that my firm may apply to the Court for a distribution from the Settlement Fund, as defined by the Settlement Agreement, of fees, costs, and expenses and Plaintiff will not object to such a request to the extent the amount requested does not exceed \$2,500,000.00. Class Counsel negotiated the essential terms of the settlement reached in this matter prior to any discussions with Plaintiff about attorneys' fees. The compensation for the

services Class Counsel rendered to the class is wholly contingent. Any fees and reimbursement of expenses will be limited to such amounts as may be awarded by the Court.

12. My firm has not been paid any fee for our legal services in this case.

13. Class counsel advanced all costs on behalf of the named Plaintiff and the Class.

None of these disbursements have been reimbursed.

14. To date my firm has incurred \$15,952.86 case expenses.

15. My hourly rate for the prosecution of this litigation is \$500.00. The rate is based on the reasonable and customary fee charged by me in this type of case and by attorneys in this community having similar experience, background and competence in this type of litigation. This rate is based on my skill, reputation, training, and experience, as outlined above. Other people at my firm have various billing rates ranging from a low of \$110.00 for law clerks and up to \$500.00 for senior attorneys.

18. I recommend that the Court grant approval of attorney fees and expenses as the settlement as proposed.

AFFIANT FURTHER SAYETH NAUGHT.



2/16/21
Ronald I. Frederick